not a punitive system and relief is always denied when it will merely make trouble for a defendant without conferring any real benefit upon a complainant. Moreover a court of equity will not lend itself to the furtherance of schemes of which it disapproves. *Edwards* v. *The Allouez Mining Co.*, 38 Mich. 46; *Foll's Appeal*, 91 Pa. St. 434. Due recognition of these principles is taken by the court, but it proceeds to suggest other grounds which are scarcely tenable. It is stated that the Driver-Harris Co. had a property right in the services of the defendants (although they were only employees at will), and that an injunction will never be granted if it will destroy a property right. The use of the term "property right" is unfortunate. Whatever be the effect of *Lumley* v. *Gye*, 2 E. & B. 216, and *Quinn* v. *Leathem*, (1901), App. Cas. 495, it has never been supposed that an employer has any property right in the services of employees at will. Cf. *Beekman* v. *Marsters*, 195 Mass. 205. Again, it is intimated (p. 724), that as the injunction would not insure performance of the positive stipulations in the contract, relief should not be given. This is but to revive the outworn criticism of *Lumley* v. *Wagner*, 1 De G. M. & G. 205, and coming from so able a court as that of New Jersey cannot fail to excite surprise.

TAXATION — INCOME — DIVIDENDS RECEIVED BY HOLDING COMPANY FROM SUBSIDIARY CORPORATIONS.—Petitioner was a holding company owning all the stock in certain corporations except qualifying shares held by directors. These companies under the management of petitioner carried on a large business. "The subsidiary companies had retained their earnings, although making some loans *inter se*, and all their funds were invested in properties or actually required to carry on the business. * * *. In January, 1913, the petitioner decided to take over the previously accumulated earnings and surplus and did so in that year by votes of the companies it controlled." In a suit to recover a tax levied upon these dividends as income under the Act of Oct. 3, 1913, c. 16, Sec. II (38 Stat. 114, 166), *held*, reversing the Circuit Court of Appeals, the tax was improperly levied. *Gulf Oil Corporation* v. *Lewellyn*, Adv. Ops. U. S. Sup. Ct., Dec. 9, 1918.

The decision in this case by the Circuit Court of Appeals was noted in 16 MICH. L. REV. 202. The general subject is discussed at length in 16 MICH. L. REV. 232. In the following cases the Supreme Court has disposed of some of the most difficult problems arising out of this general situation. *Lynch* v. *Turrish*, 247 U. S. 221; *Southern Pac. Co.* v. *Lowe*, 247 U. S. 330; *Lynch* v. *Hornby*, 247 U. S. 339.

TELEGRAPH COMPANIES AS CARRIERS OF MONEY.—The Carolinas furnish two recent cases on a very common undertaking of telegraph companies, on which strangely enough there are few decisions in the books, *i. e.* on the duties and liabilities of telegraph companies as carriers of money. *Reaves* v. *Western Union Tel. Co.* (S. C. 1918), 96 S. E. 295, and *Lehue* v. *ib.* (N. C. 1918), 96 S. E. 29. Both were actions for damages for failure to transmit promptly money sent by a husband to his wife at a station where no money order office was maintained, and the payment had to be made through a bank. The latter case was one in which the mother of the wife was ill, and

died before she reached her, but this fact was not known when the telegram was sent. The other was based on a telegram beginning "Brother dead." The one sought damages for mental anguish, the other punitive damages.

By a narrow construction it has been held generally that the telegraph company is not a common carrier, though it is in a public employment. *Tel. Co.* v. *Griswold,* 37 Ohio St. 301. By constitutional provision or statute it is often made so, and the *Reeves* case holds that the provision in the South Carolina constitution is merely declaratory of the common law. This is not the weight of authority. Both cases rightly hold that a telegraph company is not bound to establish a money order office at a place where the business does not warrant it, but that it may undertake to deliver money by telegraph, and if so it must live up to its contract. This it did in the *Lehue* case *because* it stipulated to use a bank to make payment, and that it would not be liable for the negligence of the bank. In the *Reaves* case the company undertook the service and was liable for the failure to deliver in the time promised. There seems to be little difference in the liability of the telegraph company for the transmission of money and of messages. In each case, perhaps, nothing is actually carried, but the effect of the undertaking is the same. It is sometimes said that a contract to transmit money is a business transaction, and the measure of damages is to be the same as for breach of a commercial contract. Hence there can be no recovery for mental anguish caused by failure to send money, even in states permitting such recovery on death messages. *Robinson* v. *W. U. Tel. Co.,* 114 Ky. 504. But this has been denied, *W. U. Tel. Co.* v. *Wells,* 50 Fla. 474, 111 A. S. R. 129 *n,* and is not followed in Kentucky in *W. U. Tel Co* v. *Sisson,* 155 Ky. 624, in a case where the agent knew the telegram was to enable a son to secure the necessary money to reach his father's bedside, the latter being at the point of death. The telegram on its face did not show this. The recent case of *W. U. Tel. Co.* v. *Bowen* (Ala. 1917), 76 So. 985 is to the same effect, and so apparently are both the cases under review, the *Reaves* case saying punitive damages might be recovered for failure to deliver the money where the telegram showed on its face the purpose—"Brother dead", and the *Lehue* case refusing the recovery of damages for mental anguish because there was no evidence the agent knew of the mother's illness or death.

WILLS—JURISDICTION IN PROBATE PROCEEDINGS.—In *Iowa* v. *Slimmer,* U. S. Sup. Ct. Dec. 9, 1918, the State of Iowa, with a view to the ultimate collection of $13,750 in taxes against the property of Abraham Slimmer, deceased, sought an order to ensure the dismissal of Minnesota probate proceedings, meantime asking an injunction restraining such proceedings, pending the suit. The bill alleged that the deceased died in Iowa, where he had been domiciled many years, leaving notes and Liberty Bonds valued at $550,000, nearly all in the custody of his son in Minnesota. For at least five years this son had custody of the notes of deceased, in pursuance of a conspiracy to defraud the State of Iowa of taxes. Probate proceedings were started by the son in Minnesota, and by the State of Iowa in Iowa. On the ground that at least for purposes of inheritance taxes probate proceedings might be